

DGT HOLDINGS CORP.

FORM 8-K (Current report filing)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) April 1, 2005

DEL GLOBAL TECHNOLOGIES CORP.

(Exact name of registrant as specified in charter)

New York ----- (State or other jurisdiction of incorporation)	0-3319 ----- (Commission File Number)	13-1784308 ----- (IRS Employer Identification No.)
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One Commerce Park, Valhalla, NY ----- (Address of Principal Executive Offices)	10595 ----- (Zip Code)
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Registrant's telephone number, including area code (914) 686-3650

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On April 1, 2005, the registrant entered into an Administrative Agreement (the "Administrative Agreement") between the registrant, RFI Corporation ("RFI") and the Defense Logistics Agency, a component of the U.S. Department of Defense. A copy of the Administrative Agreement is attached hereto as EXHIBIT 99.01 and incorporated herein by reference. The following summary of the Administrative Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the actual text of such agreement. The Administrative Agreement provides that the registrant's subsidiary, RFI, will not be debarred from doing business with U.S. Government entities so long as RFI maintains its compliance program and adheres to the terms of the Administrative Agreement.

On April 5, 2005, the registrant entered into a consent and eighth amendment ("Amendment No. 8") to that certain loan and security agreement by and among the registrant, Bertan High Voltage Corp., RFI, Del Medical Imaging Corp. and GE Business Capital Corporation f/k/a Transamerica Business Capital Corporation (the "Lender") dated June 10, 2002 (the "Loan and Security Agreement"). A copy of Amendment No. 8 to the Loan and Security Agreement is attached hereto as EXHIBIT 99.02 and incorporated herein by reference. The following summary of Amendment No. 8 to the Loan and Security Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the actual text of such agreement. All capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Loan and Security Agreement. The terms in the Loan and Security Agreement were amended to (i) permit the Borrowers to use up to \$300,000 of the proceeds of the Loans to pay additional amounts owing by RFI to the Department of Defense of the United States in connection with the settlement of the investigation conducted by the Department of Justice of the United States with respect to RFI and (ii) provide that in no event shall the aggregate amount of the Loan and the Letters of Credit outstanding at any time (x) in respect of Eligible Inventory exceed \$2,000,000 or (y) exceed the Maximum Amount of the Facility.

ITEM 8.01. OTHER EVENTS

On April 5, 2005, the registrant issued a press release announcing that (i) it has reached an administrative agreement with the Defense Logistics Agency, a component of the U.S. Department of Defense, which provides that the registrant's subsidiary, RFI, will not be debarred from doing business with U.S. Government entities so long as RFI maintains its compliance program and adheres to the terms of the administrative agreement, (ii) the Medical Systems Group received a blanket order for 15 units of its EPEX(TM) Digital Radiographic System from a distributor for provincial Chinese facilities, (iii) earlier this month at the European Congress of

Radiology in Vienna, Austria, the Medical Systems Group introduced the Apollo(TM) Remove Control Radiographic/Fluoroscopic System and (iv) the registrant donated two military portable X-ray devices to support tsunami disaster relief efforts in Asia.

For additional information, reference is made to the press release attached hereto as Exhibit 99.03.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(a) Financial Statements of Businesses Acquired.

Not Applicable.

(b) Pro Forma Financial Information.

Not Applicable.

(c) Exhibits

Exhibit No. -----	Exhibits -----
99.01	Administrative Agreement dated the 1st day of April 2005 between the registrant, RFI Corporation and the Defense Logistics Agency.
99.02	Consent and Eighth Amendment dated as of April 5, 2005 to the Loan and Security Agreement by and among the registrant, Bertan High Voltage Corp., RFI Corporation, Del Medical Imaging Corp. and GE Business Capital Corporation f/k/a Transamerica Business Capital Corporation, dated as of June 10, 2002.
99.03	Press Release dated April 5, 2005.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DEL GLOBAL TECHNOLOGIES CORP.

(Registrant)

Date: April 5, 2005

By: /s/ Mark A. Koch

Mark A. Koch
Principal Accounting Officer and
Treasurer

EXHIBIT INDEX

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99.03	Press Release dated April 5, 2005.

EXHIBIT 99.01

ADMINISTRATIVE AGREEMENT

This Agreement dated the 1st day of April 2005, is made between Del Global Technologies Corp. (Del Global), RFI Corporation (RFI), and the Defense Logistics Agency (DLA). As used herein, RFI means RFI Corporation and all of its operating sectors, groups, divisions, units, and wholly-owned subsidiaries, including those acquired or established during the term of this Agreement.

PREAMBLE

1. RFI is a corporation that has been engaged in designing and manufacturing electrical components for over 30 years. RFI manufactures, markets, and sells high voltage precision components, subassemblies, and electronic noise suppression components for a variety of applications. RFI produces electrical noise suppression filters, high voltage capacitors, pulse transformers, pulse forming networks, and specialty magnetics. Applications include aviation electronics, mobile and land-based telecommunication systems, and missile guidance systems. RFI's principal place of business is in Bayshore, New York.

2. RFI's parent, Del Global, is divided into two technology groups, the Del Medical Systems Group and the Del Power Conversion Group, which consists solely of RFI. Through the Medical Systems Group, Del Global supplies general purpose radiographic systems to independent distributors in North America. Del Global's principal place of business is in Valhalla, New York.

3. In February 2004, the United States, Del Global, and RFI reached a global settlement with regard to certain allegations of improper testing procedures in the performance of government contracts. Pursuant to the global settlement, Del Global and RFI agreed to pay the United States \$5,000,000 on or before September 30, 2004 and no later than RFI's guilty plea in the criminal case. The settlement is in payment of all civil or administrative monetary claims that the United States has or may have under the Civil False Claims Act, 31 U.S.C. ss.ss. 3729-3733; the Contract Disputes Act, 41 U.S.C. ss.ss. 601-613; the Truth in Negotiations Act, 10 U.S.C. ss. 2306a; the Program Fraud Civil Remedies Act, 31

U.S.C. ss.ss. 3801-3812; or the common law theories of payment by mistake, unjust enrichment, breach of contract, and fraud for the covered conduct.

4. On September 30, 2004, in accordance with the terms of the civil Settlement Agreement entered into by Del Global, RFI, and the United States (a copy of which is attached as Exhibit 1), Del Global and RFI paid \$5,000,000 to cover criminal fines, restitution, civil liability, and administrative liability in connection with the matters that are the subject of the Plea Agreement and Settlement Agreement. Pursuant to the Settlement Agreement, the United States released Del Global and RFI from any civil or administrative monetary claim that the United States has or may have under the enumerated laws or common law theories.

5. On October 7, 2004, in accordance with the Plea Agreement signed on September 30, 2004, RFI pled guilty to a criminal information and was convicted of a single count conspiracy charge relating to failure to perform, or properly perform, certain tests on equipment sold to the Department of Defense (DoD) and falsely certifying that these tests had been properly performed. Copies of the Plea Agreement and the Criminal Information are attached to this Agreement as Exhibits 2 and 3 respectively. On March 15, 2005, the judge sentenced RFI to a \$300,000 fine in addition to the \$5,000,000 already paid by RFI.

6. RFI and Del Global recognize that the conviction pursuant to the Plea Agreement and the civil Settlement Agreement may raise questions regarding RFI's present responsibility and that, as a result, DLA has the right to consider suspending RFI or proposing RFI for debarment from Government contracting and Government-approved subcontracting pursuant to the procedures contained in the Federal Acquisition Regulation (FAR) Subpart 9.4 and the Department of Defense FAR Supplement (DFARS) Subpart 209.4.

7. By a written submission dated August 10, 2004 (a copy of which, without attachments, is enclosed as Exhibit 4) and by presentation on September 14, 2004 (a copy of which is attached as Exhibit 5), RFI and Del Global presented to DLA information in mitigation of possible suspension or debarment. The submission and presentation discussed the management and personnel changes since discovery of the misconduct; the Code of Business Conduct and Ethics; the Business Ethics and Conflicts of Interest Policy; the Zero Tolerance Policy; the Alertline, policy on reporting business abuses, and complaint process; the Corporate Policies and Procedures Manual; the role of the Compliance Officer; ethics training; quality control and testing procedures and policies; and internal and external audits. RFI also has acknowledged the improper conduct of its employees and has taken responsibility for the circumstances of the misconduct.

8. RFI has expressed an interest in demonstrating to DLA that, notwithstanding the misconduct that resulted in the Plea Agreement and civil Settlement Agreement, RFI can be trusted to deal fairly and honestly with the Government and that suspending or debarring RFI from future Government procurement and non-procurement programs is not a necessary protection in this case.

9. RFI implemented and has agreed to keep in place and to incorporate into this Agreement the measures discussed in its August 10, 2004 written submission and during the September 14, 2004 presentation, all of which were voluntarily adopted prior to the date of this Agreement. RFI has adopted the compliance policies and procedures of Del Global, and some of these policies and procedures have been converted to RFI specific policies and procedures, such as the RFI Code of Business Conduct and Ethics, the RFI Zero Tolerance Policy, the RFI business abuse complaint process, and RFI ethics training. RFI also has assumed the responsibilities for the management and oversight of the compliance program that were previously the responsibility of Del Global. In addition, RFI has taken other actions as specified herein to ensure against the recurrence of the

conditions giving rise to the Plea Agreement and civil Settlement Agreement referred to above and to ensure that RFI possesses the high degree of business honesty and integrity required of a Government contractor.

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10. Del Global has entered into a non-binding letter of intent for the sale of RFI and anticipates that RFI will be sold in the near future. In the event that all or substantially all of the issued and outstanding capital stock of RFI is sold and RFI is no longer a wholly-owned subsidiary of Del Global, RFI agrees to continue to adhere to these policies and procedures for the term of this Agreement and to take the necessary actions to adopt them as its own, to the extent that the policies and procedures have not been converted at the time of any sale to RFI specific policies and procedures, and Del Global shall be automatically removed from this Agreement and shall have no further obligations hereunder. Alternatively, in the event that all or substantially all of the assets of RFI are sold, the acquiror of all or substantially all of the assets of RFI shall be bound by the terms and conditions of this Agreement and shall adhere to these policies and procedures for the term of this Agreement, and Del Global and RFI shall be automatically removed from this Agreement and shall have no further obligations hereunder.

11. RFI represents that none of the individuals who were involved in the misconduct are now employed by RFI and that none of the individuals who were officers or directors of RFI at the time of the misconduct are presently employed by RFI, with the exception of George Apergis, RFI's current General Manager and former Vice President of Technology. Mr. Apergis was not involved in the misconduct.

12. DLA has determined that under the authority of FAR 9.406, cause exists to debar RFI based upon the charges in the Plea Agreement. DLA has further determined, however, that the terms and conditions of this Agreement provide adequate assurance that RFI's future dealings with the Government, if any, will be conducted with the high degree of honesty and integrity required of a Government contractor, that suspension or debarment is not necessary at this time to protect the Government's interests, and that RFI will not be suspended or debarred based upon the charges in the Plea Agreement as long as it complies with the provisions of this Agreement. The parties, therefore, agree to the following terms and conditions.

ARTICLES

1. The period of this Agreement shall be three years from the date of execution of this Agreement by DLA, except that, should RFI fail to maintain full compliance with any material term or condition of this Agreement, such three-year period shall be tolled until such time that RFI reestablishes full compliance with the material terms and conditions of this Agreement. DLA shall promptly notify RFI if a material term or condition of this Agreement is not being met.

2. RFI and Del Global have entered into a civil Settlement Agreement, and RFI has entered into a Plea Agreement with the United States. Copies of the Settlement Agreement and the Plea Agreement are attached hereto as Exhibits 1 and 2, respectively, and the terms of the Plea Agreement and Settlement Agreement are incorporated herein by reference. RFI agrees, as a term of this Agreement, to comply with the terms of the Plea Agreement, and Del Global and RFI agree to comply with the terms of the Settlement Agreement.

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3. RFI shall maintain complete records at its principal offices, including original documents, of all purchases, sales, receipts, shipments, or testing of any material or product in any way related to Government contracts or subcontracts. These records shall be sufficient to provide complete evidence of all testing related to items furnished directly or indirectly by RFI to the Government under any Government procurement. These records shall be maintained for not less than four years after final payment of any affected contract.

4. In addition to any other right DLA may have by statute, regulation, or contract, DLA or its duly authorized representative may examine RFI's books, records (including test data records), and other company documents and supporting materials for the purpose of verifying and evaluating: (a) RFI's compliance with the terms of this Agreement; (b) RFI's business conduct in its dealings with all of its customers, including the Government; (c) RFI's compliance with Federal procurement policies and accepted business practices; and (d) RFI's compliance with the requirements of Government contracts or subcontracts. The materials described above shall be made available by RFI at all reasonable times for inspection, audit, or reproduction. Further, for purposes of this provision, DLA or its authorized representative may interview any RFI employee who consents to be interviewed at the employee's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the employee and DLA. Employees may elect to be interviewed with or without a representative of RFI present. As a reimbursement of the cost of conducting these reviews and other administrative expenses, RFI agrees to pay the Government \$3,000 upon execution of this Agreement and \$3,000 on the anniversaries of the execution of the Agreement in 2006 and 2007, for a total amount not to exceed \$9,000.

5. RFI has implemented and agrees to maintain an ethics and compliance program involving all RFI employees and designed to ensure that all employees are aware of applicable laws, regulations, and standards of business conduct that they are expected to follow and the consequences to both the employee and the company resulting from any violations. RFI employees have received initial ethics and compliance training and will receive annual training. The ethics and compliance program shall be maintained so as to ensure that RFI and each of its officers, employees, and consultants maintains the business honesty and integrity required of a Government contractor and that RFI's performance of each Government contract is in strict compliance with all applicable laws, regulations, and the terms of the contract. The ethics and compliance program includes the following components:

a. The written Code of Business Conduct and Ethics. The Code as implemented includes policies on Equal Employment Opportunity; Work Standards; Confidentiality; Intellectual Property; Confidentiality Agreements; Ideas Submitted by Outsiders; Inventions; Business Ethics and Conflicts of Interest; Government Contracts - Ethics and Compliance; Reporting Business Abuses; Outside Employment; Record-Keeping; and Compliance with Laws, Rules, and Regulations. The policy on Government Contracts - Ethics and Compliance includes: (i) a statement of RFI's commitment to comply with all applicable laws and regulations in the conduct of its business; (ii) a notice that violations of company policies and procedures or applicable laws and regulations will not be tolerated and that consistent with Article 5c of this Agreement, any infraction of the policy is subject to disciplinary action, up to and including termination; (iii) a notice that all employees have an obligation to report actual or suspected

and that the company offers a Confidential Hotline that allows for anonymous reporting; and (iv) a notice that employees also may contact DoD directly through its Hotline, which notice includes the DoD Hotline number. The policy on Reporting Business Abuses reiterates that employees may anonymously report suspected violations of company policies and procedures or applicable laws and regulations through the company offered Confidential Hotline. The Code has been distributed to all employees and is available in the Employee Communication Center. A copy of the Code is Exhibit 6 to this Agreement.

b. The written Business Ethics and Conflicts of Interest Policy. The Policy provides guidance on conflicts of interest and reiterates that all employees have an obligation to report actual or suspected violations of company policies and procedures or applicable laws and regulations and that the company offers a Confidential Hotline that allows for anonymous reporting. The Policy also identifies and provides contact information for the Compliance Officer. A copy of the Policy is Exhibit 7 to this Agreement.

c. The written Zero Tolerance Policy. The Zero Tolerance Policy provides that each employee (i) has read and understood the Business Ethics and Conflicts of Interest Policy and the Government Contracts - Ethics and Compliance Policy; (ii) understands his/her obligation to comply with company policies and procedures or applicable laws and regulations; (iii) understands that the Company has zero tolerance for violations of company policies and procedures or applicable laws and regulations; (iv) understands that infractions are subject to disciplinary action up to and including termination, and may result in criminal and/or civil liability; and (v) understands his/her obligation to report actual or suspected violations of company policies and procedures or applicable laws and regulations and that the company offers a Confidential Hotline for reporting and has a policy on Reporting Business Abuses. The Zero Tolerance Policy also includes a statement that the employee is not aware of any violations. At the conclusion of ethics training, discussed in Article 5g of this Agreement, each employee is required to sign a copy of the Zero Tolerance Policy. The signed copies of the Zero Tolerance Policy are maintained by RFI and available for DLA's review and inspection during the term of this Agreement. RFI shall submit, as part of each report to DLA pursuant to Article 7 of this Agreement, a statement that the signed copies of the Zero Tolerance Policy are being maintained and that each employee has signed the Policy as required by this provision. A copy of the Zero Tolerance Policy is Exhibit 8 to this Agreement.

d. The Confidential Hotline, written Policy on Reporting Business Abuses, and Complaint Process. RFI offers a Confidential Hotline for employees to report actual or suspected violations of company policies and procedures or applicable laws and regulations. The hotline operates 24 hours a day, seven days a week, and procedures are in place to protect the anonymity of callers. There is no tolerance for retribution against good faith callers. Employees are informed of the Confidential Hotline through the Code of Business Conduct and Ethics (Article 5a), the Corporate Policies and Procedures Manual (Article 5e), during new employee orientation, during initial and refresher ethics training (Article 5g), and in various memoranda posted on company bulletin boards. There is a Business Abuse Complaint Process to ensure that reports of suspected wrongdoing are promptly, thoroughly, and objectively investigated by the Compliance Officer. A copy of the Business Abuse Complaint Process is Exhibit 9

to this Agreement. Every six months, starting six months from the date of this Agreement, RFI, as a part of the report required by Article 7, shall provide DLA with a report identifying all calls made to the Confidential Hotline (regardless of the subject matter), and all instances of misconduct reported to the Compliance Officer, or otherwise brought to the attention of management, during the preceding six months. Such reports shall state the nature of the reported

conduct, the results of the internal investigation, and the corrective action, if any, taken by RFI. Matters pending resolution at the time of a six-month reporting period shall be reported each six months until final resolution of the matter is reported. Negative reports are required.

e. The written Corporate Policies and Procedures Manual. The Manual includes copies of the Code of Business Conduct and Ethics (Article 5a), the Government Contracts - Ethics and Compliance Policy (Article 5a), the Business Ethics and Conflicts of Interest Policy (Article 5b), the Zero Tolerance Policy (Article 5c), as well as other policies and procedures. The Manual is available in the Employee Communication Center.

f. Compliance Officer. There is a Compliance Officer responsible for investigating and responding to allegations of misconduct. All employees are provided with contact information for the Compliance Officer.

g. Training Program. There is an ethics training program for all RFI managers and employees. The training includes the Business Ethics and Conflicts of Interest Policy, the Government Contracts - Ethics and Compliance Policy, the Policy on Reporting Business Abuses, and the Zero Tolerance Policy. Training is conducted in both English and Spanish as required. Training is conducted on an annual basis, and new employees receive training shortly after being hired. The training emphasizes that infractions are subject to disciplinary action up to and including termination. The training also highlights the Confidential Hotline and provides contact information for the Compliance Officer. Each employee is required to sign a copy of the Zero Tolerance Policy (Article 5c) at the conclusion of the training. A copy of the ethics training materials is Exhibit 10 to this Agreement.

h. Written Quality Control and Testing Procedures and Policies. RFI revised its quality control and testing procedures and policies. These procedures and policies include an Order Entry/Change Procedure, a Quote Procedure, an Acceptance Test Procedure, a Quality Control Test Travel Card policy, a Stamp Control Log policy, and a Quality Control and Test Stamps policy. Copies of the relevant documentation for these procedures and policies are at Exhibit 11 to this Agreement.

i. Audits and Corrective Actions. RFI conducts periodic internal audits and takes any necessary corrective actions. These audits and corrective actions are governed by the written procedures at Exhibit 12 to this Agreement.

j. All written materials and training related to the ethics and compliance program are provided in English and will be provided in any other language as appropriate to ensure that each employee understands all elements of any written or oral presentation.

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6. The principal members of RFI management on the date of execution of this Agreement by DLA are George Apergis, Annette DiGorga, John Borowiec, and Frank Tesoriero. RFI agrees to notify DLA within one week if any of these principals leave their current positions and to name their successors to DLA upon appointment.

7. RFI shall submit a periodic written report to DLA describing the measures taken by RFI to implement and to ensure compliance with this Agreement. The reports will be submitted in time to be received at DLA within three months of the effective date of this Agreement, on or before the six-month anniversary of the effective date of this Agreement, and thereafter on or before each six-month anniversary during the term of this Agreement. The final report will be received not later than one month prior to the final day of this Agreement. A schedule of reporting dates is attached as Exhibit 13. The reporting dates and time frames

set forth in this Agreement are deadlines for receipt of the reports at DLA Headquarters. RFI's failure to meet these requirements on or before the dates agreed to may constitute a breach of this Agreement. Copies of all such reports also shall be submitted to the Counsel of the DLA field activity having cognizance over the management of RFI's DoD contracts, or the DLA buying center, or both, depending on circumstances. The reports shall include:

- o Ethics and compliance training conducted and the number of persons who attended.
- o Informal notifications or initiatives relating to the ethics and compliance program.
- o Description of each Confidential Hotline call or other report of misconduct received and disposition of each.
- o Other information required by the terms of this Agreement.
- o The status of any ongoing investigation of, or legal proceedings involving, RFI, including times, places, and subject matter of search warrants, subpoenas, criminal charges, criminal or civil agreements, etc.

8. RFI represents to DLA that, to the best of RFI's knowledge, RFI is not now under criminal or civil investigation by any Governmental entity. In addition to the periodic written reports required under Article 7, RFI shall notify DLA within five working days of the time RFI learns of (a) the initiation of any criminal or civil investigation by any Governmental entity, (b) service of subpoenas, (c) service of search warrants and/or searches carried out in any RFI facility, and (d) initiation of legal action by any entity that alleges facts that, if true, would impact upon the business responsibility of RFI. RFI shall provide to DLA as much information as necessary to allow DLA to determine the impact of the investigative or legal activity upon the present responsibility of RFI for Government contracting.

9. Between five and seven months after the effective date of this Agreement, the President of RFI and the Compliance Officer shall offer to meet with the DLA Special Assistant for Contracting Integrity or a designee to confirm that the terms and conditions of this Agreement has been implemented and are being followed. Each six months during the term of this Agreement, the Compliance

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Officer shall offer to meet with representatives of the Special Assistant for Contracting Integrity to discuss implementation of this Agreement.

10. As a manufacturer for and supplier to prime contractors, RFI is often required by its customers to submit to outside audits and/or surveys conducted by the customer or on its behalf by third parties, including industry associations. The written reports resulting from all such audits or surveys, to the extent that RFI has access to them, will be maintained and available for inspection by DLA. A list of each of the audits retained will be included in the semi-annual report required in Article 7.

11. RFI shall report suspected misconduct involving or affecting Government business to DLA within fifteen days after such misconduct is discovered by, known to, or disclosed to company management. The misconduct to be reported includes misconduct by any person, including, but not limited to, those associated with RFI or with the Government and shall include misconduct disclosed to RFI from any source. RFI will investigate any report of misconduct that comes to its attention and will notify DLA of the outcome of the investigation and any potential or actual impact on any aspect of RFI's

Government business. RFI will take corrective action, including prompt restitution of any harm to the Government. RFI will include summary reports of the status of each such investigation to DLA in the reports submitted pursuant to Article 7 until each matter is finally resolved.

12. If RFI becomes aware that any employee is charged with a criminal offense relating to its business operations, RFI will remove that employee immediately from responsibility for or involvement with RFI's business affairs. If the employee is convicted or debarred, RFI will take appropriate disciplinary action. RFI shall notify DLA of each such personnel action taken, and the reasons therefore, within 15 days of the action. The salary of any officer, employee, or consultant removed from Government contracting in accordance with this paragraph shall be unallowable for Government contracting purposes and shall not be charged either directly or indirectly to any Government contract. RFI agrees to account separately for such costs.

13. RFI shall notify DLA of any proposed material changes in the directives, instructions, or procedures implemented in furtherance of RFI's ethics and compliance program and compliance with this Agreement. DLA, or its authorized representative, retains the right to verify, approve, or disapprove any such changes.

14. Neither RFI nor Del Global shall seek reimbursement from the Government on cost-reimbursement contracts, either directly or indirectly, for legal or related costs expended or to be expended arising from, related to, or in connection with, the Government's criminal investigation and RFI's defense and settlement thereof, or in connection with the civil Settlement Agreement entered into by Del Global, RFI, and the United States, or DLA's independent administrative review, or the negotiation and preparation of this Agreement, or the performance or administration of this Agreement. RFI shall treat these costs as unallowable costs for Government contract accounting purposes. Included in these unallowable costs are any legal or related costs expended on behalf of any RFI employee.

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15. RFI agrees to waive all claims, demands, or requests for monies of any kind or of whatever nature that RFI may have or may develop in the future arising from, related to, or in connection with, any investigation, or as a result of administrative or judicial proceedings, or request for any other relief in law or in equity, or in any other forum be it judicial or administrative in nature arising out of or relating to the facts that gave rise to this Agreement.

16. RFI hereby releases the United States, its instrumentalities, agents, and employees in their official and personal capacities, of any and all liability or claims arising out of the investigation, criminal prosecution, or civil settlement at issue here, or the discussions leading to this Agreement.

17. RFI agrees to provide with the reports made pursuant to Article 7 a list of all internal audit reports generated by or for RFI within the preceding six months and to make available to DLA copies of any such audit reports requested by DLA.

18. In the event that RFI purchases or establishes new business units after the effective date of this Agreement, RFI shall implement all provisions of this Agreement, including any training or education requirements, within 60 days following such purchase or establishment.

19. When requested, RFI shall cooperate fully with any investigation of suspected irregularities involving RFI's operations or activities and shall encourage present and past employees of RFI to make a full and candid disclosure of their personal knowledge of the facts and circumstances of any such suspected

irregularities.

20. Provided that the terms and conditions of this Agreement are faithfully fulfilled, DLA will not suspend or debar RFI based upon the facts and circumstances set forth in the Plea Agreement referenced in the Preamble herein. DLA's decision not to suspend or debar RFI upon the facts at issue here shall not restrict DLA or any other agency of the Government from instituting administrative actions, including, without limitation, suspension or debarment, should additional information come to the attention of DLA or such other agency indicating that this decision not to take action was improper.

21. RFI's compliance with the terms and conditions of this Agreement may constitute an element of RFI's present responsibility for Government contracting. RFI's failure to meet any of its obligations pursuant to the material terms and conditions of this Agreement constitutes a cause for suspension and/or debarment.

22. RFI represents that all written materials and other information supplied to DLA by its authorized representative during the course of discussions with DLA preceding this Agreement are true and accurate, to the best information and belief of the RFI signatories to this Agreement. RFI understands that this Agreement is executed on behalf of DLA in reliance upon the truth and accuracy of all such representations.

23. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. In the event that RFI sells or in any way transfers ownership of all or substantially all of the business entities that are bound by this Agreement, RFI shall notify DLA and shall require by the

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terms of the transfer that the new owner shall be bound by the terms and conditions of this Agreement, including, but not limited to, all reporting requirements. In the event that all or substantially all of the issued and outstanding capital stock of RFI is sold by Del Global and RFI is no longer a wholly-owned subsidiary of Del Global, RFI agrees to continue to adhere to these policies and procedures for the term of this Agreement and to take the necessary actions to adopt them as its own, and Del Global shall be automatically removed from this Agreement and shall have no further obligations hereunder. Should RFI be sold, RFI will promptly contact DLA and agrees to, along with its new owner, negotiate and adopt appropriate modifications to the terms of this Agreement in order to reflect the new corporate structure. However, any such new owner of RFI will not be required to adopt any other policies or procedures in addition to those described in this Agreement. Furthermore, notwithstanding any other provision of this Agreement, should all or substantially all of the assets of RFI be sold by Del Global, then Del Global and RFI shall be automatically removed from this Agreement and shall have no further obligations hereunder, and shall require the new owner of such assets to be bound by the terms and conditions of this agreement.

24. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

25. The provisions of this Agreement in no way alter or diminish the rights and responsibilities of the United States to carry out its lawful functions in any proper manner.

26. Walt Schneider, as CEO of Del Global Technologies, Inc., and George Apergis, as General Manager and VP Technology of RFI Corporation, are fully authorized to

execute this Agreement and represent that they have authority to bind Del Global and RFI, respectively.

27. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement.

28. Any notices or information required hereunder shall be in writing and delivered or mailed by registered or certified mail, postage prepaid as follows:

If to Del Global, to: Chief Executive Officer
1 Commerce Park
Valhalla, New York 10595

If to RFI, to: General Manager or President
100 Pine Aire Drive
Bay Shore, New York 11706

If to DLA, to: Ms. Susan Chadick
Special Assistant for Contracting Integrity (DG)
Defense Logistics Agency
8725 John J. Kingman Road, Stop 2533
Fort Belvoir, VA 22060-6221

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or such other address as any party shall have designated by notice in writing to the other party.

29. This Agreement, including all attachments, is a public document and may be distributed by DLA throughout the Government as appropriate and to other interested persons upon request, including requests filed under the Freedom of Information Act.

30. This Agreement may be amended or modified only by a written document signed by the parties listed below.

3/16/05	/s/ Walter F. Schneider
-----	-----
Date	for Del Global Technologies Corp.
3/17/05	/s/ George Apergas
-----	-----
Date	for RFI Corporation
4/1/05	/s/ Susan Chadick
-----	-----
Date	for the Defense Logistics Agency

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EXHIBIT 99.02

TO

LOAN AND SECURITY AGREEMENT

This Consent and Eighth Amendment to Loan and Security Agreement (this "Agreement") is entered into as of the 5 day of April, 2005, by and among DEL GLOBAL TECHNOLOGIES CORP., a New York corporation ("Del Global"), BERTAN HIGH VOLTAGE CORP., a Delaware corporation ("Bertan"), RFI CORPORATION, a Delaware corporation ("RFI"), and DEL MEDICAL IMAGING CORP., a Delaware corporation ("Del Medical") (each a "Borrower" and collectively, the "Borrowers") and GE BUSINESS CAPITAL CORPORATION F/K/A TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation ("Lender").

BACKGROUND

The Borrowers and the Lender are parties to a Loan and Security Agreement dated as of June 10, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lender provides the Borrowers with certain financial accommodations.

The Borrowers have requested that the Lender consent to the use of proceeds of the Loans to make an additional payment to the Department of Defense of the United States ("DOD") in connection with the settlement of the investigation conducted by the Department of Justice of the United States ("DOJ") with respect to RFI (the "Settlement") and the Lender is willing to do so on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of any loan or advance or grant of credit heretofore or hereafter made to or for the account of the Borrowers by the Lender, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. CONSENT TO USE OF LOAN PROCEEDS. Subject to the satisfaction of the conditions precedent set forth in Section 4 below and subject to the terms of the Loan Agreement, the Lender agrees that the Borrowers may use up to \$300,000 of the proceeds of the Loans to pay additional amounts owing by RFI to the DOD with respect to the Settlement.

3. AMENDMENT TO LOAN AGREEMENT. Subject to satisfaction of the conditions precedent set forth in Section 4 below, the Loan Agreement is hereby amended as follows:

(i) Section 2.1(a) of the Loan Agreement is amended by deleting the proviso at the end thereof and inserting the following in its place:

"; provided, however, that in no event shall the aggregate amount of the Loans and the Letters of Credit outstanding at any time (x) in respect of Eligible Inventory exceed \$2,000,000 or (y) exceed the Maximum Amount of the Facility."

4. CONDITIONS OF EFFECTIVENESS. This Agreement shall become effective upon satisfaction or waiver in writing by the Lender of each of the following conditions precedent, each in form and substance satisfactory to the Lender: (a) the Lender's receipt of this Agreement duly executed by the Borrowers; and (b) the Lender's receipt of a non-refundable fee in the amount of \$5,000 and all reasonable attorney's fees incurred in connection with this

Agreement, each of which shall be charged to the Borrowers' loan account as a Loan on the date of this Agreement.

5. REPRESENTATIONS AND WARRANTIES. The Borrowers hereby represent and warrant as follows:

(a) This Agreement and the Loan Agreement constitute legal, valid and binding obligations of the Borrowers and are enforceable against the Borrowers in accordance with their respective terms.

(b) Upon the effectiveness of this Agreement, the Borrowers hereby reaffirm all covenants, representations and warranties made in the Loan Agreement to the extent the same are not amended hereby and agree that all such covenants, representations and warranties shall be deemed to have been remade as of the effective date of this Agreement.

(c) No Event of Default or Default has occurred and is continuing or would exist after giving effect to this Agreement.

(d) As of the date hereof, the Borrowers have no defense, counterclaim or offset with respect to the Loan Agreement.

6. EFFECT ON THE LOAN AGREEMENT. Except as specifically provided herein, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver or an amendment of any right, power or remedy of the Lender, nor constitute a waiver of any provision of the Loan Agreement, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.

7. GOVERNING LAW. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Illinois.

8. HEADINGS. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

9. COUNTERPARTS; FACSIMILE. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first written above.

DEL GLOBAL TECHNOLOGIES CORP.

By: /s/ Walter Schneider

Name: Walter Schneider
Title: President and CEO

BERTAN HIGH VOLTAGE CORP.

By: /s/ Walter Schneider

Name: Walter Schneider
Title: President

RFI CORPORATION

By: /s/ Walter Schneider

Name: Walter Schneider
Title: President

DEL MEDICAL IMAGING CORP.

By: /s/ Walter Schneider

Name: Walter Schneider
Title: President

GE BUSINESS CAPITAL CORPORATION F/K/A
TRANSAMERICA BUSINESS CAPITAL CORPORATION

By: /s/ Jeffrey Zinn

Name: Jeffrey Zinn
Title: Duly Authorized Signatory

EXHIBIT 99.03

DEL GLOBAL TECHNOLOGIES

FOR IMMEDIATE RELEASE

DEL GLOBAL TECHNOLOGIES REACHES AGREEMENT WITH
DEFENSE LOGISTICS AGENCY

VALHALLA, NY - April 5, 2005 -DEL GLOBAL TECHNOLOGIES CORP. (DGTC) ("DEL GLOBAL" OR "THE COMPANY") today announced that it has reached an administrative agreement with the Defense Logistics Agency ("DLA"), a component of the Department of Defense ("DoD"), which provides that Del Global's subsidiary, RFI Corporation ("RFI"), will not be debarred from doing business with U.S. Government entities so long as RFI maintains its compliance program and adheres to the terms of the administrative agreement. This agreement with the DLA is the final component of Del Global's previously announced settlement of an investigation by the DoD into practices at RFI.

Walter F. Schneider, President and Chief Executive Officer of Del Global commented, "We are very pleased to resolve this matter in its entirety. Management and the Board of Directors have worked together to advance our shared goals - Del Global's financial and operating turnaround, strengthening our industry position and enhancing shareholder value. While Del Global has undergone significant changes over the past two years, what has remained constant is our reputation for providing high quality, reliable products and world-class after sales service."

RFI MAKES ALL SYSTEMS GO

Mr. Schneider continued, "RFI remains an important part of our business, generating increased sales and operating income for the first six months of fiscal 2005 versus the prior year period. It is an industry-recognized leader in the design and manufacture of key electronic components such as transformers, noise suppression filters and high voltage capacitors for industrial, medical and military applications. General Dynamics Land Systems recently sent a letter of gratitude to RFI regarding its performance in the accelerated delivery of components for the Stryker armored vehicle unit."

THE MEDICAL SYSTEMS GROUP - AN INDUSTRY LEADER

Mr. Schneider commented, "The Medical Systems Group remains the largest supplier of general purpose radiographic systems to independent distributors in North America, with over 70 years of expertise selling medical imaging systems in more than 100 countries worldwide. We are excited about our Company, its products and its prospects, and are pursuing a variety of new opportunities to increase our growth in 2005 and beyond."

Del Global Technologies
April 5, 2005

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He noted that the Medical Systems Group received a blanket order for 15 units of the Epex(TM) Digital Radiographic System from a distributor for provincial Chinese facilities. The Company expects to ship the first two units released under this agreement in May 2005, with the balance of the order to be shipped during the subsequent 12-month period. Earlier this month at the European Congress of Radiology in Vienna, Austria, the Medical Systems Group introduced the Apollo(TM) Remote Control Radiographic/Fluoroscopic System, from its Villa Sistemi Medicali S.p.A. subsidiary.

Del Global also donated two military portable x-ray devices to support tsunami disaster relief efforts in Asia. The donation was arranged through AmeriCares, a nonprofit disaster relief and humanitarian aid organization providing immediate response to emergency medical needs.

Mr. Schneider concluded, "I thank our shareholders, customers and suppliers for their continued support. We will continue to build upon the success we have achieved thus far in 2005, and endeavor to capitalize on the domestic and global sales opportunities available to the Company."

Del Global Technologies Corp. is primarily engaged in the design, manufacture and marketing of cost-effective medical imaging and diagnostic systems consisting of stationary and portable x-ray systems, radiographic/fluoroscopic systems, dental imaging systems and proprietary high-voltage power conversion subsystems for medical and other critical industrial applications. Through its RFI subsidiary, Del Global manufactures electronic filters, high voltage capacitors, pulse modulators, transformers and reactors, and a variety of other products designed for industrial, medical, military and other commercial applications.

Statements about future results made in this release may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on current expectations and the current economic environment. Del Global cautions that these statements are not guarantees of future performance. These statements involve a number of risks and uncertainties that are difficult to predict,

including, but not limited to: the ability of Del Global to implement its business plan; retention of management; changing industry and competitive conditions; obtaining anticipated operating efficiencies; securing necessary capital facilities; favorable determinations in various legal matters; market and operating risks from foreign currency exchange exposures; and favorable general economic conditions. Actual results could differ materially from those expressed or implied in the forward-looking statements. Important assumptions and other important factors that could cause actual results to differ materially from those in the forward-looking statements are specified in the Company's filings with the Securities and Exchange Commission.

CONTACT:

Del Global Technologies Corp.
Walter F. Schneider or
Mark Koch, (914) 686-3650

or

The Equity Group Inc.
INVESTOR RELATIONS:
Devin Sullivan (212) 836-9608
Adam Prior (212) 836-9606

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